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FILED IN DISTRICT COURT  
IN THE DISTRICT COURT OF OKLAHOMA OKLAHOMA COUNTY  
STATE OF OKLAHOMA

OCT 06 2020

RICK WARREN  
COURT CLERK

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BRENDA MATHIS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 CARCO, CARCO GAP, and )  
 COMPREHENSIVE AUTO )  
 RESOURCE COMPANY, INC., )  
 )  
 Defendants. )  
 )

CJ Case No. 2020-4702

Judge MAI

## PETITION

COMES NOW, Plaintiff Brenda Mathis ("Mathis") by and through her attorney, Daniel Aizenman with the AIZENMAN LAW GROUP, with her causes of action against Defendants CARCo, CARCo Gap, and Comprehensive Auto Resource Company, Inc.

## PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Brenda Mathis, is a resident of Oklahoma County, Oklahoma.
2. Defendants CARCo, CARCo Gap, and Comprehensive Auto Resource Company, Inc. (collectively as "Defendants") are foreign businesses doing business in Oklahoma.
3. Each and every Defendant is an agent of the other and responsible and liable for the actions and/or omissions of each other jointly and severally.
4. This Court has jurisdiction over the parties.
5. Venue is proper in Oklahoma County.

## FACTS

6. On July 1, 2017, Mathis purchased a GAP insurance policy with Express Systems Inc. and/or Portfolio Holdings, Inc. for her vehicle, a 2015 Chrysler 300.

7. Mathis purchased GAP insurance for her vehicle with Express Systems Inc. and/or Portfolio Holdings, Inc.

8. On August 17, 2018, Mathis' vehicle was stolen. The vehicle was eventually recovered, but the thieves caused significant damage that totaled the vehicle.

9. Mathis' auto insurer, State Farm, paid out for the total loss, but a balance the note for the vehicle remained in the amount of \$7,506.85 (the "deficiency"). Tinker Federal Credit Union holds the aforementioned note.

10. Mathis made a GAP insurance claim to recover the money for the deficiency of the note and have it paid off – precisely the reason why she paid a premium for the GAP insurance. .

11. Express Systems Inc. and/or Portfolio Holdings, Inc. either jointly or independently are responsible along with Defendants CARCo, CARCo Gap, and/or Comprehensive Auto Resource Company, Inc., who are jointly or independently responsible for the wrongful actions and/or omissions complained of herein in this Petition that led to the wrongful denial of the Mathis' GAP claim.

## CAUSES OF ACTION

### **Claim No. 1 – Breach of Contract**

12. Mathis incorporates and re-alleges all of her allegations contained in the above paragraphs.

13. On or about August 18, 2018, while the GAP Insurance Contract was in effect, Mathis suffered a covered loss.

14. At the time of this loss, the applicable insurance coverage was in full force and effect.

15. Following the loss, the Defendants had a contractual duty to promptly and fairly investigate, evaluate, and pay the claim.

16. The Defendants have wrongfully failed and refused to pay the loss and have breached their contractual duty to the Plaintiff.

17. Defendants breached their contract with Mathis by refusing to pay the amount due under the policy despite Mathis's demand for payment.

18. Mathis has performed all conditions precedent the recover under the GAP Insurance Contract and has not excused the Defendants' breach.

19. As a direct result of the actions of the Defendants, Mathis has been damaged in an amount in excess of \$75,000.00.

#### **Claim No. 2 – Bad Faith**

20. Mathis incorporates and re-alleges all of her allegations contained in the above paragraphs.

21. The Defendants have a duty to deal fairly and in good faith with their insured, Mathis.

22. The actions of the Defendants during the handling and adjusting of this claim were in violation of the Defendants' duty of good faith and fair dealing to Mathis.

23. Due to the Defendants' refusal to pay Mathis's claim, Mathis has incurred and continues to incur attorney's fees and has experienced mental pain and suffering.

24. Due to Defendants' violation of its duty of good faith and fair dealing,

Mathis demands compensatory damages for attorney fees and mental pain and suffering and punitive damages.

**Claim No. 3 – Punitive Damages**

25. Mathis incorporates and re-alleges all of her allegations contained in the above paragraphs.

26. Defendants' treatment of Mathis and the handling of her claim demonstrate Defendants have intentionally, and with malice, breached their duty to deal fairly and in good faith. The actions of Defendants were intentional, malicious, and consistent with Defendants' corporate goal of increasing profits through the systematic reduction or avoidance of claims. The bad faith conduct of the Defendants has affected not only Mathis, but numerous other policyholders across the country.

**Claim No. 4 – Conspiracy**

27. Express Systems Inc. and/or Portfolio Holdings, Inc. conspired along with Defendants CARCo, CARCo Gap, and/or Comprehensive Auto Resource Company, Inc. to commit the actions and/or omissions complained of herein in this Petition.

WHEREFORE, Plaintiff Brenda Mathis prays for judgment in her favor against Defendants CARCo, CARCo Gap, and/or Comprehensive Auto Resource Company, Inc. exceeding \$75,000.00, exclusive of costs and interest, together with the awarding costs, interest, and other relief this Court deems just and proper.

Respectfully submitted,



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